

State of Georgia
Agency Contract - Service/Maintenance

This is a Request for Quote to supply the service(s) on the attached listing for the Agency indicated. All bids submitted pursuant to this Request for Quote shall be made in accordance with the provisions of the Georgia Vendor Manual, these instructions, the attached specifications, and the attached Service/Maintenance Contract. In case of a conflict between the terms, conditions and instructions contained herein and the provisions of the Georgia Vendor Manual, the former shall govern.

1. PRICES

Bidders are requested to quote net prices as indicated on attached listing.

2. FORMS

Bidders should provide all of the information required on all forms including the Vendor Data Sheet, and should sign the Agency Contract Terms and Conditions.

3. EXCEPTIONS

Any award made by the State hereunder shall bind the bidder to the terms, conditions and specifications set forth in this Request for Quote. Bidders whose bids do not conform to said terms, conditions and specifications in one or more particulars should so note on a separate sheet labeled "Exceptions to Terms and Conditions." While the State reserves the right to make an award to a nonconforming bidder when its best interest would be served by doing so, such awards will not be readily made, and bidders are urged to conform to the terms, conditions and specifications set out herein to the greatest extent possible. No exceptions will be considered to have been taken by a bidder unless it is properly set out as provided above, and no exception will be deemed to have been accepted by the State unless incorporated in the Execution copy of the Contract.

4. SPECIAL INSTRUCTIONS

Attached are any special instructions to this Request for Quote, if applicable.

Vendor Data Sheet
Agency Contract - Service/Maintenance

1. Firm: _____
Address: _____

2. Orders to be mailed to:
Firm: _____
Address: _____

3. Payments to be made to:
Firm: _____
Address: _____

4. Contract Administrator:
Name: _____
Title: _____
Address: _____

Telephone: _____
Toll Free Phone (if available): 1+ _____
Fax Number: _____
E-mail Address: _____

5. Cash Discount _____ % _____ Days
6. Payment Terms: Net 30 Days

NOTE: ALL EXCEPTIONS to the terms and conditions should be noted on a separate sheet as in accordance to paragraph 3 of the Request for Quote, Additional Instructions.

Revised: September 21, 1999

State of Georgia
Service/Maintenance Contract

This Contract entered into on the _____ day of _____, 20____, by (Agency Name) hereinafter referred to as “Agency,” and (Contractor Name), hereinafter referred to as Contractor. The term of this Contract shall commence on _____ and terminate on _____.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, it is agreed as follows:

1. INCORPORATION BY REFERENCE

The terms, conditions and specifications of Request for Quote (RFQ) #_____, and Contractor’s response to said RFQ, are incorporated by reference and made a part hereof just as if they had been fully set out herein.

2. PURPOSE OF AGREEMENT

Contractor will sell the services specified in the RFQ to the Agency at the prices specified in Contractor’s response to the RFQ.

3. PAYMENT

The Agency shall pay the amount set out in the attached Schedule for any service provided. Payments shall be made each month according to approved invoice.

4. PRICE

The prices quoted and listed on the attached Request for Quote shall be firm throughout the term of this Contract.

5. DELIVERY

The service shall be rendered by the Contractor within the time and to the location specified by the Agency.

6. NON-EXCLUSIVE CONTRACT

This Contract is entered into solely for the convenience of the Agency, and it in no way precludes the Agency from obtaining like services from other vendors.

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Revised: October 2005

7. COMPLIANCE WITH STATUTES

The Contractor shall comply with all laws, ordinances, rules and regulations of any governmental entity pertaining to the provision of any services to the Agency pursuant to this Contract.

8. APPLICABLE LAW

This Contract shall be governed in all respects by the laws of the State of Georgia.

9. TRADING WITH STATE EMPLOYEES

This Contract does not and will not violate the provisions of the Official Code of Georgia Annotated Section 45-10-20 et. seq.

10. ADDITIONAL TERMS

The Agency shall not be bound by any terms and conditions included in any Contractor packaging, invoice, catalog, brochure, technical data sheet, or other document which attempts to impose any condition in variance with or in addition to the terms and conditions contained herein.

11. RENEWAL

The parties may mutually agree in writing to renew this Contract for up to _____ additional one (1) year terms.

12. EXTENSION

In the event this Contract shall terminate or be likely to terminate prior to the award of a new Contract for this service, pursuant to Section 6.14 of the Georgia Vendor Manual, the parties may mutually agree in writing to extend this Contract for such period as may be necessary.

13. CANCELLATION

The Agency reserves the right to cancel this Contract by giving the Contractor _____ days written notice of its intent to do so.

14. ASSIGNMENT AND DELEGATION

This Contract or any performance required by it shall not be assigned or delegated in whole or in part without the express written consent of the Agency.

15. GEORGIA VENDOR MANUAL

The provisions of the Georgia Vendor Manual are incorporated herein by reference and made a part hereof just as if it had been fully set out herein. In the event of a conflict between the terms and conditions contained therein and the terms and conditions of this Contract, this Contract shall govern.

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16. WAIVER

The waiver by the Agency of the breach of any provision contained in this Contract shall not be deemed to be a waiver of such provision on any subsequent breach of the same or any other provision contained in the Contract. No such waiver or waivers shall serve to establish a course of performance between the parties contradictory to the terms hereof.

17. DRUG-FREE WORKPLACE

- A. If Contractor is an individual, he or she hereby certifies that he or she will not engage in the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana during the performance of this Contract.
- B. If Contractor is an entity other than an individual, it hereby certifies that:
- (1) A drug-free workplace will be provided for the Contractor's employees during the performance of this Contract; and
 - (2) It will secure from any subcontractor hired to work in a drug-free workplace the following written certification: "As part of the subcontracting agreement with (Contractor's Name), (Subcontractor's Name), certifies to the Contractor that a drug-free workplace will be provided for the subcontractor's employees during the performance of this Contract pursuant to paragraph 7 of subsection B of Code Section 50-24-3."
- C. Contractor may be suspended, terminated, or debarred if it is determined that:
- (1) The Contractor has made false certification hereinabove; or
 - (2) The Contractor has violated such certification by failure to carry out the requirements of Official Code of Georgia Section 50-24-3.

18. INSURANCE REQUIREMENTS - COVERAGES, LIMITS AND ENDORSEMENTS

A. COMMERCIAL GENERAL LIABILITY INSURANCE POLICY (CGL)

The Contractor shall maintain a Commercial General Liability Insurance Policy with the following limits:

Limits: \$_____ per Person
 \$_____ per Occurrence

B. BUSINESS AUTOMOBILE LIABILITY INSURANCE POLICY (BAP)

The Contractor shall procure and maintain a BAP with liability limits of not less than \$1,000,000 per person and \$3,000,000 per occurrence or a policy with a Combined

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Single Limit of not less than \$ 3,000,000 covering any owned, non-owned or hired autos. Excess liability coverage may be used in combination with the base policy to obtain these limits.

C. WORKER'S COMPENSATION INSURANCE

The purpose of Workers' Compensation Insurance is to insure the statutory limits as established by the General Assembly of the State of Georgia. (NOTE: A self-insurer must submit a certificate from the Georgia Board of Workers' Compensation stating the Contractor qualifies to pay its own workers' compensation claims.) The workers' compensation policy must include Coverage B- Employer's liability limits of:

Bodily Injury by Accident	\$500,000 each accident
Bodily Injury by Disease	\$500,000 each employee
Bodily Injury by Disease	\$500,000 policy limit

Excess liability coverage may be used in combination with the base policy to obtain these limits. The Contractor shall require all Contractors and subcontractors performing work under this Contract to obtain an insurance certificate showing proof of Workers' Compensation Coverage.

D. INDEMNIFICATION AGREEMENT

Contractor hereby waives, releases, relinquishes, discharges and agrees to indemnify, protect, save harmless, the State of Georgia (including the State Tort Claims Trust Fund and other self insured funds) and all of its State entities, and all respective officers, employees, directors and agents of and from any and all claims, demands, liabilities, losses, costs or expenses for any loss including but not limited to bodily injury (including death), personal injury, property damage, expenses, and attorneys' fees, caused by, growing out of, or otherwise happening in connection with this Contract, due to any act or omission on the part of the Contractor, its agents, employees or others working at the direction of Contractor or on its behalf, or due to any breach of this Contract by the Contractor, or due to the application or violation of any pertinent Federal, State or local law, rule or regulation by the Contractor. This indemnification applies whether: (a) the activities involve third parties or employees or agents of the Contractor or of the State entity; (b) the State is partially responsible for the situation giving rise to the claim; provided, however, this indemnification does not apply to the extent of the sole negligence of the State of Georgia and its officers or employees. This indemnification extends to the successors and assigns of the Contractor, and this indemnification survives the termination of the Contract and the dissolution or, to the extent allowed by law, the bankruptcy of the Contractor. If and to the extent such damage or loss as covered by this indemnification is covered by the State Tort Claims Fund (the "Fund") established and

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maintained by the State of Georgia Department of Administrative Services (DOAS), the Contractor agrees to reimburse the Fund for such monies paid out by the Fund. To the full extent permitted by the Constitution and the laws of the State of Georgia and the terms of the Fund, the Contractor and its insurers waive any right of subrogation against the State of Georgia, its officers, employees and agents, the Fund and insurers participating there under, to the full extent of this indemnification.

19. TIME OF THE ESSENCE

Time is of the essence in this Contract. Any reference to “days” shall be deemed calendar days unless otherwise specifically stated.

20. ENTIRE AGREEMENT

This Contract, as executed and approved, shall constitute the entire agreement between the parties, and no change in or modification of this Contract shall be binding upon the Agency unless the change or modification shall be in writing, consented to and approved by the Agency.

21. SPECIAL TERMS AND CONDITIONS

(Attached are any special terms and conditions to this Contract, if applicable)

IN WITNESS WHEREOF, the parties have executed this Contract on the date first written above.

Contractor Name

Signature of Contractor’s Authorized Representative

Agency Name

Signature of Agency’s Authorized Representative

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